

BID FORM**MISSOURI DEPARTMENT OF TRANSPORTATION****GENERAL SERVICES**

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	2-051207C
DATE	November 16, 2005
PAGE NO.	1 NO. OF PAGES

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL**2:00 p.m. CST December 7, 2005**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.**QUOTATIONS TO BE BASED F.O.B. MISSOURI
DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Locations as Shown on Attachment

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS MUST BE
EXTENDED AND TOTALED.****BUYER:** Audrey Bunch**BUYER TELEPHONE:** 573-526-7929**SUPPLIES OR SERVICES**

Square Steel Perforated Posts, 12 Gauge

Bids are being requested to establish a unit price for the quantities shown.

Must comply with attached Specifications MGS-03-04B.

All material to be delivered within 60 days after receipt of purchase order.

The quantities shown are estimated requirements for the period specified.

The Missouri Department of Transportation reserves the right to increase or decrease
the quantities as needed.Award will be made 'ALL or NONE' to the lowest responsible bidder provided the prices
are acceptable to the Commission.**(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)***In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver
any or all the items on which prices were quoted within 60 days after receipt of formal purchase order.***Date:** _____**Telephone No.:** _____**Fax No.:** _____**Federal I.D. No.** _____**Firm Name:** _____**Address:** _____**By (Signature):** _____**Type/Print Name** _____**Title:** _____

COMMODITY	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<u>F.O.B. DISTRICT 1 - St. Joseph, MO 64502</u>				
8013047575	POST, SQUARE, PERFORATED, 2.5" X 10'	175	\$ _____	\$ _____
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	175	\$ _____	\$ _____
<u>F.O.B. DISTRICT 2 - 26826 U.S. Hwy. 63, Macon, MO 63552</u>				
8013047677	POST, SQUARE, PERFORATED, 2.25" X 16'	15	\$ _____	\$ _____
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	825	\$ _____	\$ _____
8013047675	POST, SQUARE, PERFORATED, 2.5" X 14'	475	\$ _____	\$ _____
8013059085	BOLT SIGN, CORNER 5/16" X 2 1/2" ZINC GALVANIZED, GRADE 2 (W/NUT) LARGE	1500	\$ _____	\$ _____
<u>F.O.B. DISTRICT 3 - Hannibal, MO 63401</u>				
8013047620	POST, SQUARE, PERFORATED, 2" X 12'	500	\$ _____	\$ _____
8013047670	POST, SQUARE, PERFORATED, 2" X 14'	200	\$ _____	\$ _____
8013047675	POST, SQUARE, PERFORATED, 2.5" X 14'	200	\$ _____	\$ _____
8013059083	BOLT SIGN, CORNER 5/16" X 2", ZINC GALVANIZED, GRADE 2 (W/NUT) MEDIUM	1400	\$ _____	\$ _____
8013059085	BOLT SIGN, CORNER 5/16" X 2", ZINC GALVANIZED, GRADE 2 (W/NUT) LARGE	400	\$ _____	\$ _____
<u>F.O.B. DISTRICT 4 - 16105 Elm Grove Road, Platte City, MO 64079</u>				
8013047570	POST, SQUARE, PERFORATED, 2" X 10'	50	\$ _____	\$ _____
<u>F.O.B. DISTRICT 4 - 9101 E 40th Terrace, Kansas City, MO 64133</u>				
8013047570	POST, SQUARE, PERFORATED, 2" X 10'	250	\$ _____	\$ _____
<u>F.O.B. DISTRICT 4 - 8 NE 375, Warrensburg, MO 64093</u>				
8013047620	POST, SQUARE, PERFORATED, 2" X 12'	50	\$ _____	\$ _____
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	50	\$ _____	\$ _____
<u>F.O.B. DISTRICT 5 - Camdenton, MO</u>				
8013047575	POST, SQUARE, PERFORATED, 2.5" X 10'	75	\$ _____	\$ _____
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	50	\$ _____	\$ _____
<u>F.O.B. DISTRICT 5 - Auxvasse, MO</u>				
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	100	\$ _____	\$ _____
8013059085	GALVANIZED, GRADE 2 (W/NUT) LARGE	300	\$ _____	\$ _____

COMMODITY	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<u>F.O.B. DISTRICT 5 - Mokane, MO</u>				
	8013047575 POST, SQUARE, PERFORATED, 2.5" X 10'	100	\$ _____	\$ _____
	8013047600 POST, SQUARE, PERFORATED, 2.5" X 11'	50	\$ _____	\$ _____
	8013047625 POST, SQUARE, PERFORATED, 2.5" X 12'	50	\$ _____	\$ _____
	8013047675 POST, SQUARE, PERFORATED, 2.5" X 14'	25	\$ _____	\$ _____
	8013059085 GALVANIZED, GRADE 2 (W/NUT) LARGE	500	\$ _____	\$ _____
<u>F.O.B. DISTRICT 5 - Fulton, MO</u>				
	8013047625 POST, SQUARE, PERFORATED, 2.5" X 12'	200	\$ _____	\$ _____
	8013059085 GALVANIZED, GRADE 2 (W/NUT) LARGE	400	\$ _____	\$ _____
<u>F.O.B. DISTRICT 5 - New Bloomfield, MO</u>				
	8013047625 POST, SQUARE, PERFORATED, 2.5" X 12'	50	\$ _____	\$ _____
	8013047675 POST, SQUARE, PERFORATED, 2.5" X 14'	25	\$ _____	\$ _____
	8013059085 GALVANIZED, GRADE 2 (W/NUT) LARGE	175	\$ _____	\$ _____
<u>F.O.B. DISTRICT 5 - Eldon, MO</u>				
	8013047675 POST, SQUARE, PERFORATED, 2.5" X 14'	100	\$ _____	\$ _____
	8013059085 GALVANIZED, GRADE 2 (W/NUT) LARGE	200	\$ _____	\$ _____
<u>F.O.B. DISTRICT 5 - 740 MoDOT DRIVE, JEFFERSON CITY, MO</u>				
	8013047675 POST, SQUARE, PERFORATED, 2.5" X 14'	300	\$ _____	\$ _____
	8013059085 GALVANIZED, GRADE 2 (W/NUT) LARGE	650	\$ _____	\$ _____
<u>F.O.B. DISTRICT 6 - Page, St. Louis, MO</u>				
	8013047570 POST, SQUARE, PERFORATED, 2" X 10'	150	\$ _____	\$ _____
	8013047620 POST, SQUARE, PERFORATED, 2" X 12'	150	\$ _____	\$ _____
<u>F.O.B. DISTRICT 6 - Wentzville, MO</u>				
	8013047670 POST, SQUARE, PERFORATED, 2" X 14'	400	\$ _____	\$ _____
<u>F.O.B. DISTRICT 7 - Joplin, MO</u>				
	8013047675 POST, SQUARE, PERFORATED, 2.5" X 14'	600	\$ _____	\$ _____
	8013047679 POST, SQUARE, PERFORATED, 2.5" X 16'	600	\$ _____	\$ _____

COMMODITY	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<u>F.O.B. DISTRICT 8 - Springfield, MO</u>				
8013047672	POST, SQUARE, PERFORATED, 2" X 16'	1200	\$	\$
8013047679	POST, SQUARE, PERFORATED, 2.5" X 16'	2500	\$	\$
8013059083	BOLT SIGN, CORNER 5/16" X 2", ZINC GALVANIZED, GRADE 2 (W/NUT) MEDIUM	1200	\$	\$
8013059085	BOLT SIGN, CORNER 5/16" X 2 1/2", ZINC GALVANIZED, GRADE 2 (W/NUT) LARGE	2500	\$	\$
<u>F.O.B. DISTRICT 9 - Rolla, MO</u>				
8013047570	POST, SQUARE, PERFORATED, 2" X 10'	100	\$	\$
8013059083	BOLT SIGN, CORNER 5/16" X 2", ZINC GALVANIZED, GRADE 2 (W/NUT) MEDIUM	100	\$	\$
<u>F.O.B. DISTRICT 9 - Bellevue, MO</u>				
8013047570	POST, SQUARE, PERFORATED, 2" X 10'	50	\$	\$
8013047620	POST, SQUARE, PERFORATED, 2" X 12'	50	\$	\$
8013059083	BOLT SIGN, CORNER 5/16" X 2", ZINC GALVANIZED, GRADE 2 (W/NUT) MEDIUM	100	\$	\$
<u>F.O.B. DISTRICT 9 - Split between Winona, Van Buren, Doniphan, MO</u>				
8013047570	POST, SQUARE, PERFORATED, 2" X 10'	300	\$	\$
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	150	\$	\$
8013047675	POST, SQUARE, PERFORATED, 2.5" X 14'	150	\$	\$
8013059083	BOLT SIGN, CORNER 5/16" X 2", ZINC GALVANIZED, GRADE 2 (W/NUT) MEDIUM	300	\$	\$
8013059085	BOLT SIGN, CORNER 5/16" X 2", ZINC GALVANIZED, GRADE 2 (W/NUT) LARGE	300	\$	\$
<u>F.O.B. DISTRICT 9 - St. Robert, MO</u>				
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	100	\$	\$
8013047675	POST, SQUARE, PERFORATED, 2.5" X 14'	100	\$	\$
8013047679	POST, SQUARE, PERFORATED, 2.5" X 16'	100	\$	\$
8013059085	BOLT SIGN, CORNER 5/16" X 2", ZINC GALVANIZED, GRADE 2 (W/NUT) LARGE	300	\$	\$
<u>F.O.B. DISTRICT 10 - Ste. Genevieve, MO 63627</u>				
8013047570	POST, SQUARE, PERFORATED, 2" X 10'	600	\$	\$
8013047620	POST, SQUARE, PERFORATED, 2" X 12'	150	\$	\$
8013059083	BOLT SIGN, CORNER 5/16" X 2", ZINC GALVANIZED, GRADE 2 (W/NUT) MEDIUM	750	\$	\$
TOTAL AMOUNT				\$



SQUARE STEEL PERFORATED POSTS MGS-03-04B

1.0 DESCRIPTION. This specification covers square steel perforated posts for signs.

2.0 MATERIALS.

2.1 Steel. The steel shall be in accordance with the standard specification for hot rolled carbon sheet steel, structural quality, ASTM A 1011, Grade 50. The average minimum yield strength after cold-forming shall be a minimum of 50,000 psi.

2.2 Coating. The posts shall be hot-dipped galvanized steel in accordance with ASTM A 653, G90, structural quality, Grade 50, Class 1. The corner weld shall be zinc coated after scarfing operation. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and the exterior of the post shall be galvanized.

2.3 Dimensions.

2.3.1 Dimensional Tolerances. All dimensional tolerances shall be in accordance with ASTM A 513, excepted as noted.

2.3.2 Length. The length of each post shall be in accordance with the bid request.

2.3.3 Weight Per Foot. The weight per foot shall be in accordance with the following or as specified:

Size	U.S.S. Gauge	Weight (lbs/foot)	Tolerance (lbs/foot)
2" x 2"	12	2.42	+/- 0.12
2 1/2" x 2 1/2"	12	3.14	+/- 0.16

2.3.4 Cross Section. The cross section of the post shall be square tube formed of 12 gauge (.105 U.S.S gauge) steel, carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.

2.3.5 Hole Punching. All holes shall be $7/16 \pm 1/64$ inches in diameter on one (1) inch centers on all four sides down the entire length of the post. The holes shall be on the centerline of each side in true alignment and opposite each other directly and diagonally.

2.3.6 Telescoping Properties. Finished posts for telescoping post systems shall meet the general dimensional requirements and shall permit consecutive sizes of square tubes to telescope freely without the necessity of matching any particular face to any other face. The finished posts shall be straight and have a smooth, uniform finish. All holes and ends shall be free from burrs and ends shall be cut square.

2.3.6 Anchors and Sleeves. When anchors and/or sleeves are specified the size and length shall be in accordance with the following.

- a) Anchors – Short piece of perforated square steel post in accordance with the following:

12 Gauge Steel – 2 1/4" x 2 1/4" x 36" for 2" posts

7 Gauge Steel – 3" x 3" x 36" for 2 1/2" posts

- b) Sleeves – Short piece of perforated square steel post used around the outside of an anchor in accordance with the following:

12 Gauge Steel – 2 ½" x 2 ½" x 18" in length

3.0 Connecting Bolts and Nuts. Bolts used to connect posts to anchors and sleeves shall be 5/16-inch, 18NC threads, grade 2 bent truss head bolts in accordance with ASTM A307 grade A. The bolts shall be mechanical zinc galvanized in accordance with ASTM B695, class 25. The nuts shall be 5/16-inch, 18NC threads, grade 2 serrated flange nuts in accordance with ASTM A194 and zinc electroplated in accordance with ASTM B633.

4.0 CERTIFICATION. The fabricator shall furnish to the engineer, a certification stating that the posts furnished comply with all requirements of this specification. The certification shall include or have attached specific results of tests of the mechanical and chemical properties of the steel conforming to section 2.1 and 2.2 of this specification. The certification for each shipment shall accompany the material to the destination.

5.0 INSPECTION. The material will be inspected at the source or at the destination as determined by the engineer.

6.0 ACCEPTANCE. Acceptance of posts furnished under this specification will be based upon appropriate certification and upon inspection by the engineer.

NOTICE

The Department is interested in assisting various Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Square Steel Perforated Posts** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Square Steel Perforated Posts** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____
- _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Officer and must be adhered to. If time varies on different items, the Bidder/Officer shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Officer will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Bidder/Officer understands that this project involves state funds and the Bidder/Officer awarded the contract will be required to comply with the Executive Order 05-30 of the Governor of the State of Missouri dated September 8, 2005. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Officer agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Officer upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory

agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.

- 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- c. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.